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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES 3 (MC2010-28)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2015-30

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TO GLOBAL EXPEDITED PACKAGE SERVICES 3 NEGOTIATED SERVICE AGREEMENT

(August 11, 2015)

On January 26, 2015, the Postal Regulatory Commission (Commission) issued Order No. 2331, adding the specific agreement that is the subject of this docket to the Global Expedited Package Services (GEPS) 3 product.¹ Subsequently, the Commission reviewed a Modification One to the agreement that is the subject of this docket.²

A Modification Two of the agreement that is the subject of this docket was recently signed. The modification revises Article 2 so that the Mailer may pay postage to the USPS through a different USPS-approved PC Postage Provider. The modification is scheduled to go into effect August 11, 2015.

A redacted version of the modification is filed publicly as Attachment 1, and an unredacted version of the modification is filed under seal. With respect to the non-public version of the modification that is filed under seal, the Postal Service hereby

¹ PRC Order No. 2331, Order Approving Additional Global Expedited Package Services 3 Negotiated Service Agreement, Docket No. CP2015-30, January 26, 2015, at 6.

² PRC Order No. 2394, Order Approving Modification to Global Expedited Package Services 3 Negotiated Service Agreement, Docket No. CP2015-30, March 17, 2015.

incorporates its Application for Non-Public Treatment filed in conjunction with the notice that it filed on January 15, 2015, in this docket.³

Respectfully submitted,

UNITED STATES POSTAL SERVICE By its attorneys:

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³ Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2015-30, January 15, 2015, Attachment 4.

MODIFICATION TWO TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND

This Modification ame	ends the Global Customized N	Mail Agreement ("Agreement") between	
	("Mailer"), with offices at	, german (. g.	
Branch of the United 9998, signed by the modified by Modificat	States Government, with office Mailer on January 5, 2015, tion One signed by the Mailer	PS"), an independent establishment of the fees at 475 L'Enfant Plaza SW, Washington, Di and signed by the USPS on January 12, on March 6, 2015, and signed by the USPS or red to individually as a "Party" and together	C 20260- 2015, as on March
The purpose of this N	Modification is to revise Article 2	to state:	
	OF PAYMENT METHOD		
	e following two options, the Ma id unless either Option A or B is	ailer hereby selects a postage payment meth s selected.	od. This

_____Option A Postage Payment through a PC Postage Provider
The Mailer shall pay postage to the USPS through the intermediary of a USPS-approved PC Postage
Provider(s) that the USPS has authorized to offer services to contract rate customers.

Option B Postage Payment through a Permit Imprint using USPS-provided Global Shipping Software

The Mailer shall pay postage to the USPS through the use of a permit imprint subject to the conditions stated in IMM 152.4 and DMM 604.5.

All other terms and conditions of the Agreement shall remain in force.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-30). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2015 and ACR2016. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, http://www.prc.gov/Docs/63/63467/Order225.pdf.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the effective date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition

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Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness where Parties' signature		deemed executed on the latter of the two dates accompanying the
ON BEHALF OF	THE UNITED STATES	POSTAL SERVICE:
4	Signature:	Son for creeks Valence
	Name:	Erank A. Cebello Giselle Valens
	Title:	Director, International Sales Managing Director & Vice President
1	Date	8/11/15
ON BEHALF OF		
;	Signature:	
1	Name:	
	Title:	

7-31-15

Confidential

Date:

USPS